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his capacity as agent and engaged in performing his duties. *Central R. Co.* v. *Joseph,* 125 Ala. 313. However, in *Jacobs* v. *Tutt,* supra, the court considered the railroad company bound by the agent's knowledge, although it was derived from the fact that the passenger showed him the contents of his grip while endeavoring to sell him some of the articles therein contained, and not while the agent was engaged in doing anything for the carrier at all. The decision reached in the principal case is in accord with the practically unanimous view, as where the passenger has been guilty of concealment, it is fraud on his part and the carrier is not liable.

CONSTITUTIONAL LAW—IMPAIRING OBLIGATION OF CONTRACT—CLAUSE OF INSURANCE CONTRACT LIMITING THE TIME IN WHICH TO BRING ACTION.—A law of Virginia stated that no provision in any insurance contract limiting the time in which suit may be brought to less than one year after loss shall be valid. (Acts 1906, c. 112.) A clause in plaintiff's policy taken out before the act was passed limited the time to six months. While the law was in effect and the policy in force the insured property was destroyed by fire. The present action was brought more than six months but less than a year after the loss. If the statute applied to this existing contract making the clause limiting the time to less than a year void, the plaintiff may recover; otherwise not. *Held,* that the law applied to policies issued before its passage; and that while such contracts are presumed to be made with reference to existing laws, such laws may be altered, amended, or repealed without affecting the binding force of the contract, as long as a sufficient remedy is left for its enforcement; and that the legislature may shorten the period of limitation, leaving always a reasonable time within which to invoke a remedy, or prolong the period where the right to plead it has not accrued. *Smith & Marsh* v. *Northern Neck Mut. Fire Ass'n of Va.* (1911), — Va. —, 70 S. E. 482.

An act denying to corporations the defense of usury was held retroactive and applied to contracts made before passage, though suit had already been brought before passage. *Town of Danville* v. *Pace,* 25 Grat. 1. A statute which requires the holder of a tax certificate made before its passage to give notice to the occupant of the land before he takes his tax deed, does not impair the obligation of contract evidenced by the certificate. *Curtis* v. *Whitney,* 13 Wall. 68. But in *Harrison* v. *Thomas,* 103 Va. 333, the court did not allow a similar statute to renew a dead right of redemption. It is within the power of the states to pass recording acts by which the elder grantee shall be postponed to a younger, if the prior deed is not recorded within a specified time. *Jackson* v. *Lamphire,* 3 Pet. 280. While the above decisions claim the alterations are not elements in the contract, it is usually a difficult question to determine just the effect, whether it affects the remedy merely, or effectively destroys some advantage or right which is an element in the contract. In *Green* v. *Biddle,* 8 Wheat. 1, it is said that any law causing deviation from the terms of a contract, imposing conditions not expressed or dispensing with the performance of those which are expressed or denying certain rights under it, impairs its obligation. Similar statements are made

in *Bronson* v. *Kinzie,* 1 How. 311. The lower court seems to have taken the stand that the company had a right under its contract to have the action brought within six months, and that the law destroyed that right. The Supreme Court of Appeals holds, though, that where there is a positive statute saying such a clause relating to the remedy is void, courts must uphold it, even as to existing contracts. *Wooster* v. *Bateman,* 126 Ia. 552; *Sharp* v. *Sharp,* 213 Ill. 332.

CONSTITUTIONAL LAW—INVALIDATING EXISTING CONTRACTS FOR FREE TRANSPORTATION.—In 1871 Mottley and his wife received personal injuries in a railroad collision, and in settlement the Railway Company agreed to issue free passes on the said railroad and branches for the remainder of that year and thereafter to renew said passes annually during the lives of Mottley and wife, or either of them. The Railway lived up to its agreement until 1906, and then offered passes for intrastate passage, claiming it was forbidden by the commerce amendment to do more. (U. S. Comp. St. Supp. 1909, p. 1169). This law prohibited any carrier of interstate commerce from demanding, collecting, or receiving "a greater or less or different compensation for the transportation of persons or property, or for any service in connection therewith, than that specified in its published schedule of rates." The Mottleys brought suit to require the Railway specifically to execute said agreement. The Kentucky courts ruled in their favor. On appeal the United States Supreme Court *held,* that Congress in the exercise of its power over commerce could enact the provisions of the said act which rendered unenforceable this prior contract, valid when made, without infringing upon the constitutional liberty to contract. *Louisville & N. R. Co.* v. *Mottley* (1911), 31 Sup. Ct. 265.

It is now the established rule under the law that a carrier cannot depart to any extent from its published schedule of rates for interstate transportation on file without incurring the penalties of the statute. *Union P. R. Co.* v. *Goodridge,* 149 U. S. 680; *Texas & P. R. Co.* v. *Abilene Cotton Oil Co.,* 204 U. S. 426. As between the parties themselves an unliquidated claim is good consideration for a promise; but when others are interested, Congress may deny this right. *Union P. R. Co.* v. *Goodridge,* supra. The law does not except from the operation of the statute such cases as the Mottley contract, and the court cannot add an exception based upon equitable grounds when Congress forbore to make such an exception. *Yturbide* v. *U. S.* 22 How. 290. A railway cannot under the statute receive anything but money. *Armour Packing Co.* v. *U. S.,* 209 U. S. 56; *Chicago, I. & L. R. Co.* v. *U. S.,* 31 Sup. Ct. 272 But the interesting constitutional question was concerning the intent of Congress to interfere with vested rights. A riparian owner acquired the right of access to navigability subject to the contingency that the right might become valueless by the construction of a pier by the government. *Scranton* v. *Wheeler,* 179 U. S. 141. So also the rights in a bridge constructed across a navigable stream by contract with the state are subject to future acts of Congress governing navigation. *Union Bridge Co.* v. *U. S.,* 204 U. S. 364. Congress in the exercise of its powers may declare void existing contracts which directly interfere therewith, not being merely